

Hudson

Hudson County, Judge of the Clerk

and

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1981-83 Hudson County Probation Officers' Association Collective Agreement

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X 1981-1983

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1981-83 HUDSON COUNTY PROBATION OFFICERS' ASSOCIATION COLLECTIVE AGREEMENT

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# 1981-83 Hudson County Probation Officers' Association Collective Agreement

## Article I - Agreement

This agreement entered into this            day of            1982 by and between the Assignment Judge of the Superior Court of Hudson County, New Jersey (hereinafter referred to as the "Judge") and the Hudson County Probation Officers' Association (hereinafter referred to as the "Association").

## Article II - Recognition

The Judge hereby recognizes the Association as the sole and exclusive representative of the Probation Officers, Senior Probation Officers and Principal Probation Officers II and I, to negotiate matters relating to salaries and terms, and conditions of employment pursuant to the provisions of N.J.S.A. 2A:168-1 et seq.

## Article III - Salaries

### Section 1

Effective January 1, 1981 (and retroactive to that date) salary ranges for probation officers shall be as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$11,700	\$15,693
Senior Probation Officer	\$13,450	\$20,858
Principal Probation Officer II	\$17,260	\$22,654
Principal Probation Officer I	\$18,650	\$22,875

### Section 2

Effective January 1, 1981 (and retroactive to that date) each probation officer covered by this Agreement shall receive a salary increase of \$900.00 to be added to their base salary in existence on December 31, 1980.

### Section 3

Effective January 1, 1982 (and retroactive to that date) salary ranges for probation officers shall be as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$12,550	\$16,543
Senior Probation Officer	\$14,300	\$21,708
Principal Probation Officer II	\$18,110	\$23,504
Principal Probation Officer I	\$19,500	\$23,725

### Section 4

Effective January 1, 1982 (and retroactive to that date) each probation officer covered by this Agreement shall receive a salary increase of \$850.00 to be added to their base salary in existence on December 31, 1981.

Section 5

Effective January 1, 1983 salary ranges for probation officers shall be as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Probation Officer	\$12,550	\$17,701
Senior Probation Officer	\$14,300	\$23,228
Principal Probation Officer II	\$18,110	\$25,149
Principal Probation Officer I	\$19,500	\$25,386

Section 6

Effective January 1, 1983 each probation officer covered by this Agreement shall receive a salary increase equivalent to seven percent (7.0%) of the officer's base salary in existence on December 31, 1982.

Article IV - Longevity

Probation officers shall receive longevity payments as are granted to Hudson County employees generally. Currently those payments are as follows:

5 years to 10 years service - \$200 annually  
10 years to 15 years service - \$400 annually  
15 years to 20 years service - \$600 annually  
20 years to 25 years service - \$800 annually  
25 years or more - \$1,000 annually

If, during the period covered by this Agreement, the county grants to its employees generally any increase in longevity payments, such increase shall simultaneously be awarded to probation officers.

Article V - Automobile Allowance

Section 1

As authorized by N.J.S.A. 2A:168-8, a probation officer when designated by the Chief Probation Officer to use his/her private vehicle on Probation Department business shall be reimbursed at the prevailing county rate of 18¢ per mile. If during the term of this Agreement the county increases the mileage rate above 18¢, the probation officers will automatically receive the same rate.

Section 2

Each probation officer shall be reimbursed for all tolls and parking fees incurred while performing field duties, however, no reimbursement for parking fees shall be paid to an officer while he/she is working at their normal office location.

Section 3

Probation officers authorized to use their private vehicles shall keep monthly records specifying the dates and use, points of travel, mileage

travelled and shall sign and transmit the records to the Chief Probation Officer on forms provided to them for this purpose.

#### Section 4

During the period of this Agreement, the Assignment Judge will look into the feasibility of obtaining parking spaces for probation officers at their normal office location.

#### Section 5

The private vehicles of probation officers shall not be used for the transportation of probationers and other defendants unless directly ordered by a Judge.

#### Article VI - Meal Allowance

Effective January 1, 1981 (and retroactive to that date) probation officers who are required to remain on duty through the supper hour of 6:00 p.m. to accept reports of probationers shall be entitled to receive a meal allowance of \$5.25 in accordance with the provisions of N.J.S.A. 2A:168-8.

The Chief Probation Officer is authorized to continue use of a compensatory time program for other extended duty assignments based on past practice, when that is considered necessary to serve the best interests of the courts and probation service.

#### Article VII - Promotional Increase

Upon promotion to a position higher than the one occupied a probation officer shall receive a salary increase of 5% of his/her base salary or the new minimum for the position being promoted to, whichever is greater. During the period of this Agreement a review of the current relationships of officers holding promotional positions will be conducted for evidence of any existing salary inequities or staffing that may have been created as a result of past practices.

#### Article VIII - Vacation and Other Leave Credits

##### Section 1

Pursuant to R.1:30-5(b) probation officers shall receive the same leave credits as are provided generally to other employees of the county. Presently, permanent probation officers are entitled to the following types of leave credits:

##### 1. Vacation Leave

(1) Officers who were employed in the department during the year 1978, shall receive vacation credits in accordance with the following schedule:

After 1 year	- 15 days;
Beginning with the 16th year	- 20 days;
Beginning with the 31st year	- 25 days;

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(2) Officers hired on or after January 1, 1979 shall receive vacation credits in accordance with the following schedule:

During first year - 1 day per month;  
Beginning with the 2nd calendar year through the  
5th year - 12 days;  
Beginning with the 6th calendar year through the  
15th year - 15 days;  
Beginning with the 16th calendar year through the  
30th year - 20 days;  
Beginning with the 31st calendar year and there-  
after - 25 days;

1.a. Vacation Pay

Probation officers will be entitled to vacation pay prior to going on vacation, but must give the Chief Probation Officer a minimum of two (2) weeks notice to get vacation pay in advance.

2. Funeral Leave

(1) Three days leave with pay shall be allowed when a death occurs in an officer's immediate family. Immediate family includes mother, father, husband, wife, son, daughter, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law and brother-in-law.

(2) Matters of special circumstances involving proper identification of the immediate family or involving an extension of leave time with or without pay shall be at the sole discretion of the Chief Probation Officer.

3. Personal Leave

(1) Each probation officer with more than 4 years service shall receive 3 days of personal leave with pay for religious, business or other purposes of a personal nature. Officers with less than 4 years service shall receive 1 day leave. Requests to use such leave shall be made in writing at least 24 hours in advance and must be approved by the Chief Probation Officer or a designated assistant. In an emergency, leave may be granted on shorter notice. Such leave shall not be used in association with vacation leave and it must be used in the year awarded or be forfeited.

4. Sick Leave

(1) Each probation officer shall receive sick leave credits on the basis of one working day per month up to the end of the first year and fifteen (15) working days for each calendar year thereafter. Sick days not taken by an officer in any one year shall then accumulate from year to year without limit.

(2) Upon retirement each probation officer shall receive the equivalent of 1 day's pay for each three (3) days of accumulated and unused sick leave up to a maximum of \$3,00 .

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Article IX - Holidays

Section 1

Probation Officers shall be entitled to all legal holidays and such other days off as shall be determined by the judiciary. Pursuant to N.J.S.A. 36:1-1, these legal holidays shall include:

January 1	New Year's Day
January 15	Martin Luther King's Birthday
February 12	Lincoln's Birthday
3rd Monday in February	Washington's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
1st Monday in September	Labor Day
2nd Monday in October	Columbus Day
1st Tuesday after 1st Monday in November	General Election Day
November 11	Armistice or Veterans Day
4th Thursday in November	Thanksgiving Day
December 25	Christmas Day
Good Friday	

Section 2

If any probation officer is required to work a legal holiday or other day off granted by the judiciary, the officer shall be granted an equivalent amount of time off.

Section 3

Whenever a legal holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday. Whenever a legal holiday falls on a Saturday the preceeding Friday shall be observed as the holiday.

Article X - Seniority

Section 1

Seniority (i.e., time in service) shall be used to determine the choice and scheduling of vacation periods, provided such consideration does not disrupt the operations of the Probation Department.

Section 2

Seniority shall be given consideration as one of several factors to be used by the Chief Probation Officer in the selection of officers to fill available duty assignments.

Article XI - Health and Welfare Benefits

Section 1

Probation officers shall continue to be provided with all health and welfare benefits granted to county employees generally. The benefits include, but are not limited to the following:

1. Standard Hospital and Medical Insurance Plan
2. Prescription Drug Program
3. Basic Dental Program
4. Life Insurance Policy (\$5,000)

## Section 2

If during the period of this Agreement, the county increases the aforementioned benefits for county employees generally, they shall simultaneously be applied to the probation officers.

## Article XII - Grievance Procedure

The parties agree that a complaint or grievance of any probation officer relating to the interpretation, application or violation of policies, agreements and administrative decisions affecting them, if not otherwise provided for in law or in applicable rules and regulations having the force and effect of law, shall be settled in the following manner:

Step 1 - The grievance shall first be taken to the probation officers' immediate superior, who shall make an effort to resolve the problem within a reasonable period of time, within three (3) working days, if possible. At this level, a complaint or grievance need not be in writing. The time limit in this step may be extended by mutual consent;

Step 2 - If not resolved at the supervisory level, the grievance shall be put in writing, signed by the aggrieved probation officer, and submitted to the Chief Probation Officer, who shall acknowledge its receipt within three (3) working days and shall render a decision within five (5) working days thereafter. In the case of absence of the Chief Probation Officer, the grievance may be handled by a designated assistant or it may proceed to the next step with the approval of both parties. The time limit in this step may be extended by mutual consent;

Step 3 - If the aggrieved probation officer is not satisfied with the decision of the Chief Probation Officer, he/she may choose to utilize one of the following two (2) options:

- (a) The Probation officer may appeal to the Civil Service Commission under the laws and rules governing the operation of that agency provided that the Commission agrees to hear the case;
- (b) He/she may appeal to the Assignment Judge, in which case the decision of the Judge shall be final and shall be rendered within 15 working days. The Judge may designate a representative who is not an employee of the Courts to hear and make recommendations to him for disposition.



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All grievances and complaints that are related to judicial policy and/or the authority of the Chief Justice, Supreme Court, Administrative Director of the Courts or the Assignment Judge under R-1:34-4 and any other applicable statute or Court Rule shall be limited to Step 3 (b). In using the grievance procedure established herewith an employee is entitled at each step to be represented by an attorney of his/her own choosing, or by a bona fide member of the Association designated for representation pursuant to this Agreement.

Notwithstanding any procedures for the resolution of disputes, controversies or grievances established by any other statute. The grievance procedures established herewith by agreement between the employer and the representative organization shall be utilized for any dispute covered by the terms of this Agreement.

Article XIII - Federal and State Laws - Severability

In the event any Federal or State Law, or any determination having the force and effect of law (including rules, regulations or directives of the Chief Justice, Supreme Court of New Jersey, or the Administrative Director of the Courts) conflicts with the provisions of this Agreement, the provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect. The parties will meet within 30 days to renegotiate the item so severed.

Article XIV - Conclusiveness of Agreement

This agreement constitutes the final and complete understanding between the parties on all bargainable issues, subject to the right of the parties to reopen discussion on any such issue, but only by their mutual consent and upon the happening of some unforeseen event.

Article XV - Duration of Agreement

Section 1

The provisions of this Agreement shall be retroactive to January 31, 1981 and shall remain full force and effect until December 31, 1983. By mutual concurrence of the parties, they may be continued for an additional time period.

Section 2

A written notice to terminate or modify this Agreement is required to be given at least 60 days prior to December 31, 1983.

In witness of this Agreement, the parties to it have affixed their signatures this 2nd day of August 1982.

FOR THE JUDGES

FOR THE ASSOCIATION

Thomas S. O'Brien  
THOMAS S. O'BRIEN, A.J.S.C.

Michael Coyne  
MICHAEL COYNE, PRESIDENT

James F. Bongiovanni  
JAMES BONGIOVANNI, VICE PRESIDENT

Joseph Davis  
JOSEPH DAVIS, TREASURER

O R D E R  
BEEPER DUTY COMPENSATION

Persuant to an agreement entered into by Thomas S. O'Brien and County Executive Edward F. Clark, dated March 6, 1981, Probation Officers subject to Beeper Duty were to be compensated at the rate of \$40.00 per week for said duty.

This agreement came about as the result of a union grievance filed by the Hudson County Probation Officer's Association on December 12, 1980.

On June 14, 1982 the Fact Finder's report submitted by Mr. Robert E. Light recommended that the compensation for Beeper Duty be increased from \$40.00 per week to \$50.00 per week.

It is hereby ordered that compensation for Beeper Duty is increased to \$50.00 per week, to become effective at the execution of the new contract between the Hudson County Superior Court Judges and the Hudson County Probation Officer's Association.

(Exec. 7-24-1982)  
Dated

Thomas S. O'Brien  
Thomas S. O'Brien, AJSC

MEMORANDUM OF UNDERSTANDING

The Assignment Judge and the Hudson County Probation Officers' Association agree that in the event the average salary increase in 1983 for any organized unit of County employees in negotiations with the County exceeds 7% of the group's base salaries, then the salary provisions of Article III, Section 6 of the 1981-1983 Agreement with the Association shall be amended to provide probation officers with a further increase equivalent to the difference in percentages between the two groups of employees.

In witness of this Memorandum of Understanding, the parties to it have affixed their signatures this <sup>2<sup>nd</sup></sup> day of

*August*, 1982.

FOR THE SUPERIOR COURT

*Thomas S. O'Brien*  
Thomas S. O'Brien, A.J.S.C.

FOR THE ASSOCIATION

*Michael Coyne*  
Michael Coyne, PRESIDENT

*James F. Bongiovanni*  
James Bongiovanni, V. PRESIDENT

*Joseph Davis*  
Joseph Davis, TREASURER